REQUEST FOR PROPOSALS RFP 602-8267

Section 1. Water Meter Replacement Program Section 2. Water Meters and Component Parts

Issued for the Public Services Department by the Administrative Services Department Purchasing Division

City of Fort Lauderdale, Florida

Marsha M. Perri, CPPB, Procurement Specialist II

RFP SCHEDULE

Release RFP	1/14/2000
Last day for receipt of questions of a material nature	1/27/2000
Pre-Proposal Conference	2/10/2000
Addendum Release (if required)	2/15/2000
PROPOSAL DUE (prior to 2:00 PM)	2/29/2000
Evaluation Committee Review and Short Listing of Proposals	3/06/2000- 3/10/2000
Oral/Phone Interviews with Finalists and Selection of First Ranked Proposer (Estimated)	3/13/2000- 3/17/2000
City Commission Award of Contract (Estimated)	4/04/2000
Final Execution of Contract by City (Estimated)	4/11/2000
Implementation (Estimated)	5/11//2000

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Exhibits

- "A" General Conditions
- "B" Letter (Pertains to Section 1.)
- "C" Door Hanger (Pertains to Section 1.)

SECTION 1. WATER METER REPLACEMENT PROGRAM

City of Fort Lauderdale RFP 602-8267 Section 1. Water Meter Replacement Program

PART 1. INTRODUCTION/INFORMATION

1.01 PURPOSE:

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide a turnkey meter replacement program in accordance with the terms, conditions and specifications contained in this Request for Proposals (RFP).

1.02 ELIGIBILITY:

The successful Contractor for this project shall be a General Contractor, Engineering Contractor and/or Plumbing Contractor. The Contractor and his agents should be experienced in the installation of water meters, and shall be factory trained and authorized in the installation of the proposed positive displacement and/or multi-jet water meter systems. *Documentation as to experience and training is to be included as part of the Technical Proposal.*

The successful Contractor must have completed at least two meter changeouts/installations contracts of 10,000 or more meters within the last two years.

All work performed under this contract shall be in accordance with Federal State and local building codes and the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, and any revisions thereto. Compliance to AWWA Standards and Specifications will also apply. Where conflicts exist, the terms and conditions of this bid document will supercede. Each work assignment shall be inspected by the City to determine whether it is satisfactory or unsatisfactory.

Proposals will be considered only from firms that have been engaged in providing similar services, and who are presently engaged in providing these services. Proposers will be required to demonstrate proof of their ability to perform in accordance with the contract documents, including financial ability, organizational ability, experience record and equipment.

The City of Fort Lauderdale reserves the right, before recommending any award,

to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the contract documents.

The City of Fort Lauderdale will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The City further reserves the right to reject proposals where evidence submitted, on investigation and evaluation, is determined by the City to indicate inability of the proposer to perform.

1.03 ADDITIONAL INFORMATION:

For information regarding proposal procedures, contact:

Marsha M. Perri, CPPB Procurement Specialist II Public Services Department Telephone: (954) 492-7816

For information regarding the technical specifications, contact:

Mike Bennett
Distribution and Collections Supervisor
Public Services Department
Telephone: (954) 492-7832

Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum.

No oral order, objection, claim or notice by any party to the other, either before or after execution of this proposal, shall affect or modify any of the terms or obligations contained in any of the documents comprising this proposal.

1.04 MBE/WBE BUSINESS ENTERPRISE PARTICIPATION:

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation of these firms.

Proposers are requested to include in their proposal a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

If awarded a contract as a result of this proposal, and if the awarded Contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said Contractor shall be requested to apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor shall provide documentation of application and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

See General Conditions Section 1.08 for MBE and WBE definitions.

PART 2. SPECIAL CONDITIONS

2.01 GENERAL CONDITIONS:

RFP General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this RFP as Exhibit "A".

2.02 VARIANCES:

While the City allows Proposers to take variances to the RFP terms, conditions and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

2.03 BID BOND:

A Bid Bond, in the form of a cashier's check or surety bond in the amount of five percent (5%) of the total bid price must accompany all bids. The City reserves the right to reject any bond tendered to the City. Bid Bonds or checks will be returned within ten (10) days after the City and the successful Contractor execute a written contract.

Failure by the successful Contractor to execute a contract, to file the required (if applicable) Performance Bond or Letter of Credit, and to furnish evidence of insurance coverage, as stated in the bid, shall be just cause for rescission of the award and retention of the Bid Bond by the City. Such retention shall be considered not as a penalty, but as liquidation of damages sustained. Award may then be made to the next ranked responsible proposer, or all proposals may be rejected.

2.04 OPTIONAL PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:

If requested by the City, within fifteen (15) working days after notification of award, the successful Contractor shall furnish to the City, a Performance Bond, or an Unconditional Irrevocable Letter of Credit, payable to the City of Fort Lauderdale, Florida, written by a surety company licensed in the State of Florida, or a Cashier's Check equal to the amount payable by the terms of the contract. The City for the life of the contract, shall retain such Bond, Letter of Credit, or Cashier's Check. The surety will pay the City, in the amount not exceeding the sum specified, for failure of the Contractor to perform as required by the contract. The Surety Company shall hold a current Certificate of Authority as acceptable surety of Federal Bonds, in accordance with the U. S. Department of Commerce Circular 570 or current revision thereof.

The Contractor is required to have a valid Bond, or Letter of Credit in force at all times during the contract period. Failure of the Contractor to have such a Bond in force shall constitute default on the part of the Contractor. A bond written by a surety who becomes disqualified to do business in the State of Florida shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

2.05 NEWS RELEASES/PUBLICITY:

News releases, publicity releases or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.06 RFP DOCUMENTS:

The Contractor shall examine the RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the contract.

2.07 PROPOSER'S COST:

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.08 RULES AND PROPOSALS:

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

2.09 CONFIDENTIAL INFORMATION:

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law states that information and materials received by City in connection with all Proposers response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily

provided for in Section 119.08, F.S. Therefore, if the Proposer believes any of the information contained in his or her response specifically qualifies for exemption, they should identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

2.10 CONTRACT PERIOD:

The initial contract term shall commence upon "NOTICE TO PROCEED" from the City and shall be for a period of one (1) year. The City reserves the right to extend the contract for up to four (4), one (1) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

2.11 INVOICES/PAYMENT:

The Contractor shall submit an invoice (in triplicate) for completed meter replacements to the City's Contract Coordinator on a biweekly schedule. Invoices submitted for payment are to be accompanied by the completed report of repairs done that are being billed. Invoices must be timely and accurately reflect actual units of service or costs as described by the contract. Payment will be made on a monthly basis after authorization from the Contract Coordinator or designee.

Invoices are to include "RELEASE OF LIEN" Statements from all sub-contractors and material/equipment suppliers.

Contractor will be required to submit monthly and/or quarterly progress reports with invoices. Contractor is subject to program monitoring to be conducted by the City of Fort Lauderdale. The Contractor must make all program records available for review and/or audit by the City of Fort Lauderdale.

Payment in the amount of 90% of the total cost of the invoice shall occur upon completion of the installation and receipt and approval of the invoice and completed repair reports. The final 10% will be held until inspection and final testing is accomplished via the scheduled meter reading cycle.

2.12 CONTRACT COST ADJUSTMENTS:

The costs as proposed and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases or decreases have occurred in the industry and are properly documented. But, unless very unusual or significant changes have occurred, such increases shall not exceed five percent (5%) per year of the costs for the prior

contract term OR the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Dept. of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be the latest Index published and available ninety (90) days prior to the contract anniversary date compared to the same Index one-year earlier. Any requested price adjustments shall be submitted to the City at least sixty (60) days prior to the contract anniversary date. In the event the CPI or industry costs decline, the City shall expect to receive, from the Contractor, a reasonable reduction in prices that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the City, the contract may be canceled by the City upon giving thirty (30) days written notice to the Contractor.

2.13 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Public Services Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

2.14 DELETION OR MODIFICATION OF SERVICES:

During the initial one-year period, it is the intent of the City to change approximately 6,000 meters. This will serve as the basis for evaluation, to determine the potential success of the program and the City's desire to complete the replacement of the remaining meters.

The City reserves the right to delete any portion of this contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been

accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

2.15 ADDITIONAL ITEMS/SERVICES:

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation can not be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

2.16 INDEPENDENT CONTRACTOR:

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees or agents of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

2.17 RIGHT TO SUB-CONTRACT:

The Proposer shall have the right to sub-contract, but shall be fully responsible and cannot be relieved of any liability under this contract on account of any sub-contractor. All sub-contracting must have prior written City approval. The City reserves the right to approve or reject any sub-contractor. Approval of sub-contractors shall not be unreasonably delayed.

If any portion of the contract is to be performed by a sub-contractor, the primary Contractor shall provide to the City the name, address, telephone number, and principal contact of the proposed sub-contractor; a description of the work to be performed; and the qualifications of the proposed sub-contractor. Certification of compliance will be required before any payments for construction will be paid.

2.18 RECORDS:

The Contractor and any of its sub-contractors shall maintain, during the term of the contract, all books of account, receipts, invoices, reports, and records in accordance with generally accepted accounting principles and standards. The form of records and reports shall be subject to the approval of the City. The City, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records that are pertinent to the contract award, in order to conduct audits, examinations, excerpts, and transcripts.

The Contractor shall maintain and make available, in Broward County Florida, such records and files for the duration of the contract and retain them for a period of three (3) years beyond the last day of the contract term. If any litigation, claim, contract negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the expiration of the regular 3-year period, whichever is later.

2.19 CONTRACT COORDINATOR:

The Contract Coordinator for this project will be:

Mike Bennett
Distribution and Collections Supervisor
Public Services Department
Telephone: (954) 492-7832

The duties of the coordinator will be:

- ➤ liaison with the Contractor;
- > coordination and approval of all work under the contract;
- > assure consistency and quality of the Contractor's performance;
- > review and approve invoices

The Contract Coordinator, and other City representatives, shall have access to all work sites and Contractor records directly related to the contract.

2.20 INSURANCE:

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Business Automobile Liability Insurance. Coverage to remain in force at all times during the contract period. The following minimum insurance coverage is required with the City added as an "ADDITIONAL INSURED" with relation to Comprehensive General Liability Insurance. Cost (s) for adding the City of Fort Lauderdale as an "ADDITIONAL INSURED" will be at the Contractor's expense.

2.20.01 WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

INSURANCE

Limits: Workers' Compensation: Statutory

Employer's Liability: \$100,000.00

2.20.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE

Limits: Combined Single Limit Bodily Injury/Property Damage:

\$1,000,000.00

2.20.03 BUSINESS AUTOMOBILE LIABILITY INSURANCE

Limits: Combined Single Limit Bodily Injury/Property Damage:

\$500,000.00

2.20.04 SUB-CONTRACTOR INSURANCE: Contractor is advised to

require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary. Any deficiency in the coverage or policy limits of any sub-contractors will be the sole responsibility of the

Contractor.

A copy of your Certificate of Insurance is to be included with your proposal. In the event that you are the successful proposer, you will be required to provide a Certificate naming the City as an "ADDITIONAL INSURED".

Original Certificates of Insurance must be furnished to the City's Purchasing Division prior to the commencement of any work. The City shall be given thirty (30) days written notice of any cancellation or material changes in any policy.

Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.21 UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure"):

The City and the Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including: fire; flood; explosion; strikes or other labor disputes; acts of God or public emergency; war; riot; civil commotion; malicious damage; act or omission of any governmental authority; delay or failure or shortage of any type of transportation; equipment; or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the *Force Majeure* including, but not limited to: the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the *Force Majeure*;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the *Force Majeure*;
- C. no obligations of either party that arose before the *Force Majeure*; and
- D. the non-performing party uses its best efforts to remedy its inability to perform

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, providing that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute *Force Majeure*. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

PART 3. SCOPE OF SERVICES

3.01 BACKGROUND:

The City of Fort Lauderdale's Public Services Department provides water and sewer services on a regional basis for over 300,000 residents of central Broward County, Florida. Areas serviced by the City's water treatment and distribution system include: Fort Lauderdale; Port Everglades; Sea Ranch Lakes, Lauderdale-By-The Sea; Oakland Park; Wilton Manors and portions of unincorporated Broward County, Davie and Tamarac.

It is the intent of the City of Fort Lauderdale to replace 56,560 pit set small water meters. The estimated quantities include:

5/8"	29,500 each
3/4**	3,060 each
1"	16,200 each
1-1/2"	4,900 each
2"	2,900 each

The City anticipates that the project would be completed between one to five years. The City is not interested in remote read meters for size 2" and smaller, or obtaining outside financing of the program.

The Contractor will be required to coordinate installation efforts with the residents and the Public Services Department. Scrap meters are to be returned to the Public Services Department. The Contractor will be responsible for arranging for scrap disposal and providing the appropriate credit allowance. A warranty period of a minimum of one year is to be provided for workmanship of installation.

Most of the plumbing is galvanized pipe with an age of 30 to 40 years. Pipe is considered to be in "fair to poor" condition. However, the Contractor is expected to exercise caution during the change-out process and will be responsible for leaks within two feet either way of the meters after the change-out.

Most meters are located in the front of the residential property and/or adjacent to the City's right of way. Curb stop valves are located in front of the meters between the service lines and the meters. The installation Contractor will supply all meters, tools, labor and equipment required to coordinate and complete the meter installations. The Contractor shall be required to coordinate their installation efforts with residents and the Public Services Department.

3.02 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held at the City of Fort Lauderdale Public Services Department, 949 NW 38 Street, Fort Lauderdale, FL 33309 at 10:00 AM on Thursday, February 10, 2000. The purpose of this conference is to allow the City of Fort Lauderdale the opportunity to provide clarification and respond to questions relative to any facet of this Request for Proposals.

To provide the City of Fort Lauderdale sufficient time to adequately prepare responses to inquiries at the pre-bid conference, it is desirable that all questions be submitted in writing directly to Mike Bennett, the Contract Coordinator at the address referenced above no later than January 27, 2000. Written responses to all questions will be provided to each participant and discussed at the pre-bid conference.

Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

Proposers are requested to bring a copy of the Request for Proposal to the conference. Any changes resulting from this conference will be issued in a written addendum to the Request for Proposal.

3.03 CONTRACTOR'S RESPONSIBILITY:

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All work shall be performed between the hours of 8:00 AM and 5:30 PM, Monday through Friday, except City-recognized holidays. Exceptions to this schedule can only be made with the prior written approval of the City. The City has property located within its municipal boundaries, which it would consider making available to the successful proposer to be used for overnight parking of its vehicles and equipment and as a staging area for its operations.

Work proposed in these specifications shall be continuous and shall be started within thirty (30) days from "NOTICE TO PROCEED".

All proposers are to include a work schedule as part of their proposal.

The work schedule is to include a timetable for the initial one year period in 3, 6, 9 and 12 month increments, as well as a timetable for completion of the total project in two, three, four and five years.

Each proposer is to submit the timetables as requested. Failure to do so could result in the rejection of your proposal.

The City will supply a change-out repair list for each meter. The list shall include the property address and associated meter serial number. All installations shall be complete, tested and operational (including all required paperwork and record keeping). The City will prepare and send notification for the Contractor's use that introduces them to the customers involved, detailing the scope of work (See Attachment "B").

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The Contractor will be responsible for setting installation appointments, if necessary, at the customer's convenience. The City's Contract Coordinator must approve, in writing, any mailed communication(s) to the customer(s).

The Contractor shall provide a qualified foreman to be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in the technical aspects of the project and be accessible to the Public Services Department by pager or mobile phone from 7:00 AM to 6:00 PM daily, during installation. Duties of the foreman will include, but not be limited to:

- Address all telephone and site inquiries from property owners relating to the water meter installation program.
- ➤ Ensure that Contractor's personnel dress and act in a professional and courteous way.
- Ensure that installation schedule is kept by the Contractor's personnel.
- Address the concerns and complaints of customers.
- ➤ Attend a bi-weekly progress meeting to supply a progress report to the City's Contract Coordinator
- > Turn-in removed water meters.

- ➤ Supply a monthly "NO RESPONSE" list to the City's Contract Coordinator, of properties that they have made more than three unsuccessful attempts to install the meter.
- ➤ Coordinate material transfer between the City and Contractor's personnel.

All workmanship shall be of the highest grade in accordance with these specifications.

The Contractor should take adequate precautions for its employees and agents against electrical shock during installation due to grounding of electrical systems to water services. Contractor shall be required to comply with Section 260-81(A) of the National Electric Code and AWWA C700-90 Section A.8.1 policies regarding grounding of electrical systems and shall permanently ground all meters as part of the meter installation.

To avoid conflicts between the installation and monthly meter reading process, Contractor will be required to adjust the installation schedule as directed by the Contract Coordinator to accommodate meter readings. This process will be further explained at the Pre-Proposal Conference.

All equipment shall comply with and be used in accordance with all pertinent safety regulations.

The Contractor shall keep the premises free from an accumulation of waste material or rubbish caused by his operations. At the completion of the days work, the Contractor shall remove all waste materials and rubbish from the work areas as well as all tools, equipment, machinery and surplus materials and provide final clearing and return the work site to a condition as good or better than when work started.

Any work determined by the City to be unsatisfactory will be corrected within 24 hours of notification to the Contractor, at no additional cost to the City. Further, upon notification by the City, the Contractor will be responsible to correct any defective or faulty work or materials that may appear within one (1) year after completion of contract and receipt of final payment. This is in addition to the manufacturer's warranty of the meter.

A statement verifying the proposer's compliance with the warranty outlined in this section shall be furnished on company letterhead, with the proposal. Failure to provide this statement may result in the rejection of your proposal.

3.04 CONTRACTOR'S SERVICE REPRESENTATIVES:

Employees of the Contractor that perform the meter conversions shall be referred to as "Service Representatives".

Contractor's employees are to present a professional appearance, shall be neat, clean, well groomed, courteous, and conduct themselves in a respectable manner while performing duties and while on City and/or private property.

Employees shall wear an appropriate uniform and/or photo identification card that is to be displayed on the outer garment while the employee is on duty. The uniform and photo ID shall be provided by the Contractor at the Contractor's expense. *This provision will be strictly enforced*.

The Contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and beeper numbers of supervisory personnel assigned to the contract. It will be Contractor's responsibility to keep this list up to date.

The City's Contract Coordinator or his designee may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

3.05 CONTRACTOR'S SERVICE CENTER:

The Contractor shall provide a toll free telephone service (exclusive of an answering machine) that provides a representative to answer questions from the public, schedule conversion appointments and respond to complaints. Complaints given to the Contractor's representative shall be considered as having been given to the Contractor.

The minimum office hours shall be from 8:00 AM to 6:00 PM weekdays except City recognized holidays. During non-office hours an answering machine or service will be available to give the customer basic information and the normal office hour schedule.

The City will provide general notice of the replacement program in utility bills. For each meter route, the Contractor shall affix door hangers (Exhibit "C") on the front door of properties along the route not more than 48 hours prior to and before the day of the conversion. The City will provide the door hangers and the Contractor will be responsible for completing any pertinent information which refers to specific routes or properties.

On the day of the conversion and immediately prior to replacing any meter, the Contractor will knock on the front door of the property and attempt to provide verbal notice of the temporary service interruption.

All work shall be performed between the hours of 8:00 AM and 5:30 PM, Monday through Friday, except City recognized holidays. The Contract Coordinator has discretion to authorize exceptions to accommodate the customer and Contractor's schedule.

If the Contractor is unable to provide the conversion at any property, they will complete a door hanger, indicating the reason the work could not be performed. The door hanger will have the contact number to schedule an appointment for the conversion. The City will provide the door hanger.

The Contractor should be aware that service interruption of industrial accounts, multi-family with more than ten units, hospitals and health care providers present special concerns. The Contractor should include, in their proposal, any additional efforts that will be used to notify customers and coordinate the replacement of these meters.

Whenever necessary to make contact with a customer to accomplish the replacement, a minimum of three attempts shall be made by telephone, mailer or direct contact to arrange the meter conversion. Each attempt shall be on a separate day. A record shall be kept on the time/day of each contact attempt. If the Contractor cannot arrange a time with the customer after the third attempt, they will notify the City's Contract Coordinator, who will assist in scheduling a time for conversion.

3.06 CONVERSION SEQUENCE:

The service representative shall locate the property targeted for the meter conversion and make contact with the resident. The service representative will not enter a residence. The only exception shall be in situations where entry is required, and only with the permission of an adult member of that household, and only in the presence of the Contractor's Project Manager.

The service representative shall locate the existing water meter and evaluate the area to ensure the conversion can be accomplished without damage to the property. If impeded by debris, vehicles, or other material in the conversions of water meters, the Contractor may request the City's Inspector to instruct the customer to remove the obstruction so that work can proceed. If additional work is required to accomplish the change-out, such as (meter box replacement, installation of risers, sidewalk removal and replacement, etc.); authorization needs to be obtained from the City's inspector. In the absence of prior authorization, the City will not be obligated for payment of additional expenses.

The service representative shall fill out and submit in triplicate the appropriate list of replacements completed. The completed list will include the property address, old meter serial number, old meter registration, new meter serial number and new meter registration.

Remove all debris, sand, materials and old parts, returning the work site to a condition as good or better than when work started. All replaced meters shall be returned to the City.

Test the unit from the street in front of the property to ensure proper operation. The Contractor shall be responsible for correcting any defects in the installation at no extra cost to the City for a period of one year. The Contractor shall not install any equipment that appears to have a defect that could affect the operation of the meter.

PART 4. CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

- 1. Understanding of the overall needs of the City as presented in the narrative technical proposal. Experience, qualifications, past performance of the proposing firm, including persons proposed for the project and facilities and resources.

 Maximum points available are 30.
- 2. Proposed Product.

 Maximum points available are 25.
- 3. Consultant's timetable, workload and availability to prioritize the City's project.

 NOTE: Timetable MUST be included as part of your proposal. This should include the anticipated number of meters to be installed weekly, from contract award to project completion. (See Section 3.03)

 Maximum points available are 15.
- 4. Estimated cost to the City.

 Maximum points available are 30.

Total Points Available is 100.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It will be a two step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Proposers or finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in it's opinion to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and proposal process.

PART 5. REQUIREMENTS OF THE PROPOSAL/PROPOSAL FORMAT

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number due and open date, and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th Floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 PM on the date specified in the *SCHEDULE SECTION* of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

Proposer must submit an identified original copy plus six (6) copies of the proposal pages including any attachments.

The above requirement totals seven (7) copies of your proposal.

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Pages – Signature Page Proposal Pages – Part I: Cost Proposal Proposal Pages – Part II: Technical Proposal Proposal Pages – Part III: Questionnaire Attachments to your Proposal

PROPOSAL SIGNATURE PAGE

To: The City of Fort Lauderdale

Proposal Submitted By:

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Name (printed)		Title:	
Company (legal registered):			
Address:			
City:		State:	Zip:
Telephone Number:		FAX Numb	er:
Signature:		Date:	
ADDENDUM ACKNOWLEDGME addenda have been received and ar		-	
Addendun	n No.	Dated Issued	
VARIANCES: State any variation space provided below OR reference contained on other pages of the RF or exceptions by the Proposer will unless such variation or exception documents and referenced in the spin the space below, it is hereby in scope of this RFP. Variances:	nce in FP, attable deep to is list pace property to the property of the proper	the space provide chment or proposition of the part of sted and contain ovided below. If a hat your proposal	led below all variances sal pages. No variations of the proposal submitted ed within the proposal no statement is contained all complies with the full statement.

PROPOSAL PAGES - PART 1: COST PROPOSAL

In accordance with the terms, conditions and specifications, the undersigned proposer hereby submits the following cost proposal to supply the City with the services called for in RFP 602-8267. The total cost to the City for the required services shall be the costs as proposed by the bidder and accepted by the City.

Proposer will also provide (as an attachment) a unit labor and material cost for additional services that could be anticipated as part of the replacement program. These services may include, but not be limited to: meter box removal, meter box replacement, sidewalk removal and replacement, installation of re-setters and point repair work beyond the specified two feet on the customer's side of the meter. An omission of any essential detail from said specifications, terms, and conditions does not relieve the supplier of the responsibility of furnishing that service at no additional cost to the City. All materials must meet City of Fort Lauderdale and AWWA standards and specifications.

ITEM DETAIL COSTS: Cost for Meter/Installation:

Cost per Meter Cost for Installation Meter Size 5/8" Make/Model: Based on 29,500 each 3/4" Make/Model: Based on 3,060 each 1" Make/Model:___ Based on 16,200 each 1-1/2" Make/Model: Based on 4,900 each 2" Make/Model:____ Based on 2.900 each

Cost for Additional Meters (If requested):

Cost for Additional Meters (II requested).	
Meter Size	Cost
5/8" Make/Model:	\$
3/4" Make/Model:	\$
1" Make/Model:	\$
1-1/2" Make/Model:	\$
2" Make/Model:	\$

Credit allowance for scrap meters (removed from the field):

Credit anowance for scrap meters (remove	tu ii oin the netu).
Meter Size	
5/8"	\$
3/4"	\$
1"	\$
1-1/2"	\$
2"	\$

As a supplement to this proposal, please attach certification in regard to the integrity, accuracy, guarantee/warranty of the meter proposed.

Failure to include this information could result in the rejection of your bid. (See Section 3.03)

PROPOSAL PAGES - PART 2: TECHNICAL PROPOSAL

The Proposer shall prepare their proposals using the following format:

A. LETTER OF TRANSMITTAL:

This letter shall be on the proposer's letterhead and shall convey the following information:

- 1. Summarize in a brief and concise manner, the proposer's understanding of the nature and scope of the work to be performed for the City.
- 2. Specifically reference each and every document submitted as a part of the proposal.
- 3. Name all persons authorized to make representations for the proposer, including titles, addresses, and telephone numbers of such persons.

Letter of Transmittal should not exceed two (2) pages in length.

B. REQUIRED SECTIONS OF RFP:

The sections of this document required to be submitted by all Proposers (See Part 5.).

C. ORGANIZATIONAL PROFILE AND QUALIFICATIONS:

The information and data relative to the qualifications of the proposer and the manner, in which the proposer plans to furnish the required services, will be given primary consideration in the evaluation and award of this RFP. Therefore, it is vital that the proposal fully and accurately describes the proposer. Information shall include the following:

- 1. Size of organization.
- 2. The range or activities the firm has previously provided, or in which it is currently engaged.
- 3. The resources/equipment the firm has at its disposal to successfully provide the services required.
- 4. The firm's experience with projects similar in scope of work for the past three (3) years. Provide agency name, address, telephone number, contact person and date(s) service was provided.
- 5. List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.
- 6. Resumes, including years of experience, of those individuals who will have a direct role in the on-site supervision of services (include any certifications, etc.).
- 7. References

D. STATEMENT OF WORK:

The proposer shall explain each section of the Scope of Work, as he/she understands it and detail the technical approach to be taken by the proposer to furnish the required services. A detailed work plan will be submitted on company letterhead that will provide the estimated number of personnel and working hours required to perform the specified services in a diligent and workman-like manner. The work plan is to also address the level of supervision proposed.

All proposers are to include a work schedule as part of their proposal. The work schedule is to include a timetable for the initial one year, in 3, 6, 9 and 12 month increments as well as a timetable for completion of the total project in two, three, four and five years. Each proposer is to submit the timetables as requested. Failure to do so could

result in the rejection of your proposal.

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PROPOSAL PAGES – PART 3: QUESTIONNAIRE

Ρl	Please print or type:			
Fir	rm Name:			
Pr	esident:			
Вι	usiness Address:			
Te	elephone:	Fax:		
1.	How many years expe	erience you have had providing this type of service:		
		years		
2.		change-outs/installations of 10,000 or more meters that within the last two years.		
	Start Date:	Completion Date:		
	Start Date:	Completion Date:		
3.	Provide information fo	r three (3) references which the City may contact:		
	Address:	Tababas Nasabas		
		Telephone Number:		
	Address:			
	Contact Name:	Telephone Number:		
	Company Name: Address:			
	Contact Name:	Telephone Number:		

4.	Lis	st any licenses/permits, etc. you hold for performing this type of work:
5.		ave you ever failed to complete work awarded to you? If so, where and by?
6.		ill you subcontract any part of this work? If so, list the portions or ecialties of the work that you will and identify the subcontractor.
7.	or	st any lawsuits pending or completed involving the corporation, partnership individuals with more than ten (10%) interest: List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:
	b.	List all judgements from lawsuits in the past five (5) years which are concerned directly with the staff and facilities proposed for the contract:

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your proposal.

SECTION 2. WATER METERS AND COMPONENT PARTS

City of Fort Lauderdale RFP 602-8267 Section 2. Water Meters and Component Parts

PART 1. INTRODUCTION/INFORMATION

1.01 PURPOSE/INTENT: The City of Fort Lauderdale is requesting proposals, from qualified companies, to supply *Water Meters and Component Parts* as per the specifications contained herein.

It is the intent of these specifications to provide the City of Fort Lauderdale with a product that is ready to be put into service, ready for operations, and capable of meeting all of the requirements of the City. An omission of any essential detail from said specifications, terms, and conditions does not relieve the supplier from the responsibility of furnishing such a product.

The specifications listed herein are to be used as a reference only and are not to be considered of a proprietary nature. The intent of these specifications is to describe a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that may be considered by qualified City personnel as an approved equal.

1.02 INFORMATION: For information regarding bidding procedures, contact:

Marsha M. Perri, CPPB Procurement Specialist II Public Services Department Telephone: (954) 492-7816

For information regarding the technical specifications, contact:

Mike Bennett
Distribution and Collections Supervisor
Public Services Department
Telephone: (954) 492-7832

Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

No oral order, objection, claim or notice by any party to the other, either before or after execution, shall affect or modify any of the terms or obligations contained in any of the documents comprising this proposal.

1.03 MBE/WBE BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation of these firms.

Proposers are requested to include in their proposal a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

If awarded a contract as a result of this proposal, and if the awarded Contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said Contractor shall be requested to apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor shall provide documentation of application and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

See General Conditions Section 1.08 for MBE and WBE definitions.

PART 2. GENERAL INFORMATION AND REQUIREMENTS

- **2.01 GENERAL CONDITIONS:** RFP General Conditions Form G-107 Rev. 11/98 (GC are included and made a part of this RFP as Exhibit "A").
- **2.02 VARIANCES:** While the City allows Proposers to take variances to the RFP terms, conditions and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.
- **2.03 NEWS RELEASES/PUBLICITY:** News releases publicity releases or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
- **2.04 RFP DOCUMENTS:** The Contractor shall examine the RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the contract.
- **2.05 PROPOSER'S COST:** The City shall not be liable for any costs incurred by Proposers in responding to this RFP.
- **2.06 RULES AND PROPOSALS:** The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.
- **2.07 CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law states that information and materials received by the City in connection with all Proposers response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.08, F.S. Therefore, if the Proposer believes any of the information contained in his or her response specifically qualifies for exemption, they should identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public record.

- **2.08 CONTRACT PERIOD:** The initial contract term shall be for a period of one (1) year. The City reserves the right to extend the contract for up to four (4), one (1) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 2.09 CONTRACT COST ADJUSTMENTS: The costs as proposed and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increase or decreases have occurred in the industry and are properly documented. But, unless very unusual or significant changes have occurred, such increases shall not exceed five percent (5%) per year of the costs for the prior contract term OR the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be the latest Index published and available ninety (90) days prior to the contract anniversary date compared to the same Index one-year earlier. Any requested price adjustments shall be submitted to the City at least sixty (60) days prior to the contract anniversary date. In the event the CPI or industry costs decline, the City shall expect to receive, from the Contractor, a reasonable reduction in prices that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the City, the contract may be canceled by the City upon giving thirty (30) days written notice to the Contractor.

2.10 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for products provided to the City's Public Services Department, the City may require similar products for other City departments. Contractor agrees to take on such orders unless such orders would not be considered reasonable or become an undue burden to the Contractor.

- **2.11 AWARD:** The City shall evaluate all proposals in accordance with the RFP specifications. Pricing must include all costs incurred by the Contractor and must be firm for the initial contract term. Award will be made by group, and will be based on the information submitted. In addition to the cost to the City, the City reserves the right to consider, the bidder's past performance, inspection of product, testing, quality, workmanship, delivery, suitability for the required purpose, cost of installation for the City and product reliability.
- **2.12 QUANTITIES:** Exact quantities can not be determined, however, an estimate of each size and type of meter required, along with projected exchanges or trade-in has been provided on the proposal form. Quantities listed may be increased or decreased to meet the requirements of the City. Quantities appearing on the proposal form will be used for tabulation purposes only. No warranty is given or implied as to the exact quantities that will be used during the contract term.
- **2.13 LAWS, ORDINANCES, ETC:** The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that would apply to this contract.
- **2.14 PERMITS, TAXES, LICENSES:** The Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. This provision also includes City issued permits.
- **2.15 ASSIGNMENT OF CONTRACT:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or its right, title or interest therein, or its obligations thereunder, without prior written consent of the City of Fort Lauderdale.
- **2.16 TAX EXEMPTION:** Exclude from your bid price any State Sales Tax or Federal Excise Tax. The City of Fort Lauderdale is exempt from paying these taxes and the exemption numbers appear on our Purchase Order.

PART 3. SPECIAL CONDITIONS

- **3.01 ORDER ACKNOWLEDGEMENT:** Upon receipt of purchase order or purchase order number, seller shall immediately acknowledge order and advise of approximate shipping date of all items.
- **3.02 SHIPMENT NOTICE:** A "Notice of Shipment" shall be mailed immediately upon shipment of material ordered.
- **3.03 BASIS OF PAYMENT:** Unit prices as proposed will be used for the basis of payment. Pricing shall include all transportation charges, labor and equipment used for delivery to destination and any charges necessary for the repair, testing and/or exchange of any item that fails to meet specifications.
- **3.04 GUARANTEE:** Bidder must indicate or attach the manufacturer's standard warranty/guarantee against defective materials and workmanship.
- **3.05 SALE TO OTHER GOVERNMENTAL AGENCIES:** By virtue of bidding, the bidder agrees to permit any incorporated area which is serviced by the City of Fort Lauderdale (with a master meter), to purchase meters when required, per the terms and conditions of any resulting contract. Such permission would allow for freight rate adjustment(s) applicable to variables in shipping weights and delivery points as well as deviation in quantity shipped from established minimum shipments. Invoices will be directed to the ordering agency. As part of this agreement, the City reserves the right to resell any meter or meter parts to any local governmental agency.
- **3.06 PRICE OF REPAIR PARTS:** The prices of repair parts will be per price list in effect at time of shipment, FOB Ft. Lauderdale, FL.
- **3.07 REPAIR PARTS PRICE LIST:** Proposer is to provide a complete list of all necessary repair parts and should indicate the percentage discount allowed to the City *OFF LIST PRICE*. As this City has water service meters of various manufactures in the City's system, the City reserves the right to purchase repair parts from each bidder at the stated discount even though none of the manufacturer's meters are to be purchased during the contract period. *NO BIDS WILL BE ACCEPTED WHERE A BIDDER FAILS TO INDICATE THE DISCOUNT ALLOWED*. Bids from meter parts dealers will also be accepted.

Where meters are designed for factory repair, the bidder must submit the complete conditions for repair and provide price structure for such repairs. Meters that are designed for factory repair only are not acceptable.

- **3.08 DESCRIPTIVE LITERATURE:** Proposer must indicate the name of the manufacturer and model number of the meters bid, and shall enclose complete descriptive literature giving full product description, technical data and point of manufacture.
- **3.09 SAMPLES:** Bidder shall submit a sample meter only when requested by the City. Such sample shall be furnished within seven (7) days after formal request is made and should be of the size and design requested, registering U. S. gallons and shall be a representative meter taken from the manufacturer's stock, being an exact duplicate of the meter bid. Samples where requested must be furnished free of expense to the City and if not used in testing or destroyed, will, upon formal request be returned at the bidder's expense within thirty (30) days after award of bids.
- **3.10 MINIMUM SHIPMENTS:** Pricing will be based on shipment in lots as follows:

Sizes: 5/8"x3/4", 3/4", 1"

Shipped in lots of 100 units or any combination of sizes totaling 100 meters.

Sizes: 1-1/2", 2"

Shipped in lots of 50 units or any combination of sizes totaling 50 meters.

All Other Groups: Meters will be ordered singly as warranted.

3.11 EXCHANGE PROGRAM – COLD WATER METERS – SIZES THROUGH 1" OF GROUP I. AND GROUP III.: For consideration of award, bidder must bid trade in value allowance of meters in these groups. Used meters returned for new meters under this exchange program are cold water meters, bronze, sizes 5/8" through 1" of various manufacture, and those the department has designated to be phased out of service due to extensive repair costs and/or obsolescence. Supplier is required to accept all makes of meters under this exchange program.

All new replacements for exchanged meters through 1" size must conform to specifications established herein for Group I. and Group III. Cold Water Meters, through 1" and shall meet the initial guarantee applicable to all meters for the $1^{\rm st}$ year and additional guarantee from the $2^{\rm nd}$ through $15^{\rm th}$ years applicable to sizes through 1" only.

All trade in allowances for exchanged meters should reflect freight costs for the return of junked meters and the supplier will be responsible for collecting junked meters at the City's Meter Shop.

Generally, exchanges will be made and credited on a one for one basis for new meter of any equal size. However, when required, to permit return of other accumulated sizes of junked cold water meters through 2" size, the City reserves the right to return these meters for trade in allowance and for this purpose has set forth in the bid relative unit values.

Relative unit values are ratios established relating all meter sizes through 1" in Group I. and Group III. (e.g. 15, 2" junked meters may be returned for junk allowance when 100 of 5/8" x3/4" meters are ordered or 23 junked meters 2" size may be returned for junk allowance when 100 3/4" meters are ordered). The junk allowance price will be as proposed by the bidder. Bidder may elect either to accept the City's applied unit allowances or propose his own in space provided. Failure to provide relative unit values can be cause for rejection of your bid.

- 3.12 TRADE IN OF JUNK METERS COLD WATER METERS SIZES 1-1/2" & 2" OF GROUP I. AND GROUP III.: These size meters are not a part of the exchange program. Bidder will indicate trade in allowance for junk meters sizes 1-1/2"& 2" which reflect collection and return transportation charges from the City's Meter Shop. Also see paragraph on value ratios.
- **3.13 TRADE IN OF OTHER ACCEPTABLE SCRAP:** Proposer will also indicate the junk allowance of other acceptable scrap in the City's Meter Shop. This will be an optional method of disposition of other meter scrap. Bidder is to indicate the scrap rate allowance per pound including pickup and return transportation charges. The City reserves the right to determine junk trade in on either a unit rate, per pound rate, or combination of both at time of pickup.

PART IV. WATER METER SPECIFICATIONS (APPLICABLE TO ALL GROUPS

4.01 GUARANTEE:

4.01.01 Supplier shall guarantee materials and workmanship of all meters and meter parts to operate within the range of the latest revision of the AWWA Manual M6 Test Specifications for a period of at least one (1) year from receipt of meters.

Upon request by the City, the manufacturer shall submit a certificate and/or lab analysis on a shipment indicating the copper content and alloys in any bronze part of the meter to verify compliance with these specifications.

- **4.01.02** Where meters fail to operate accordingly for one (1) year, the parts to replace such defects shall be supplied without charge (piece for piece) upon the return of such defective parts to the supplier OR upon the proper proof of such defects; and where meters are factory repaired, the supplier shall assume all shipping charges; replace all defective parts, and make necessary repairs required to replace such defective meters in suitable condition and return repaired meters at no cost to the City.
- **4.01.03** Guarantees are to be firmly stated in your bid proposal. Failure to do so could result in the rejection of your bid.
- **4.01.04** Guarantee does not apply if vandalism, negligence, improper installation, excessive operating conditions, or other circumstances over which the Contractor has no control cause damage or inaccuracy.
- **4.02 MANUFACTURE:** Meters offered shall have a minimum of three (3) years satisfactory operating experience as marketable products. Limited experimental history is not acceptable. Bidders shall list any meter offered that has not been in production for three (3) years. Certified copy or copies of sales slip(s) may be required as proof that the manufacturer has been selling meters as stipulated.

- **4.03 AFFIDAVIT OF COMPLIANCE:** Prior to awarding a contract, the City may require an affidavit from the manufacturer or vendor concerning history of manufacture and compliance with specifications herein and to applicable AWWA standards.
- **4.04 HEAD LOSS CURVES:** Each bidder shall furnish with his proposal, published guaranteed accuracy and head loss curves for each size and model of meter proposed.

4.05 INSPECTION, REGISTRATION AND TESTS:

- **4.05.01** The vendor shall be responsible for delivering all meters in a first class condition. The City will inspect and test each meter at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to the City.
- **4.05.02** To cover costs of testing, a charge of \$25.00 will be made against the supplier and paid as reimbursement to the City by the supplier for each meter failing to pass inspection or tests. The tests made by the City will be final and binding. The supplier may observe any or all testing.
- **4.05.03** If more than 3% of any order placed fails to pass inspection and test, the City reserves the right to reject the entire order and cancel the contract.
- **4.06 TEMPERATURE EXTREMES:** Where a manufacturer's cold water meters are affected by temperatures higher than 80 degrees F., these meters shall be provided with meter discs having larger clearance than usual. Testing of meters by the City will be done using test water of approximately 80 degrees f.

4.07 STANDARDS: Unless otherwise stated, the water meters to be furnished will equal or exceed the requirements of AWWA specifications C-700 as most recently revised thereof with particular reference to flow capacity, pressure loss, accuracy, and physical dimensions, with the exception of any specific additions or changes set forth per specifications herein. All applicable standards as referenced shall be the latest revision of the standard(s) referred to.

4.08 ELECTRONIC REGISTERS (For Compound and Fireline Meters Only):

- **4.08.01** All electronic registers shall be magnetically driven and be completely and permanently hermetically sealed at the factory. Sealing to be such that it renders the register impervious to atmospheric pressure changes and prevents, without the need of condensation preventive capsules, moisture within the register chamber.
- **4.08.02** All electronic registers shall be of the straight reading type in U. S. gallons. Registers shall be equipped with a full (360 degree) sweep test hand and a low flow leak detector that is independent from the standard sweep hand.
- **4.08.03** Electronic registers equipped with change gears for calibration purposes shall be supplied with only one (1) standard gear combination in order to allow register exchanges in the future without affecting the meters accuracy.
- **4.08.04** It is preferred that all intermediate gears associated with the register drive be isolated so as not to be exposed to the water.
- **4.08.05** The electronic register and remote must conform to AWWA standard C-707 as most recently revised.

4.08.06

The electronic register shall have three terminal connections and have pitset capability. The connection between the meter register and the remote pitlid module shall be accomplished with the use of all three terminal connections by using 3-conductor cable. This will permit the register to be converted to automatic meter reading (AMR) in the future. The register shall transmit the meter reading and register identification number directly to the interrogation device when interrogated through the pitlid module. To ensure a reliable interrogation system in the moisture environment of a meter pit or vault, the pitlid-mounted module shall be housed in a separate enclosure with factory sealed connections consisting of an environmentally approved epoxy at both the pitlid module and register terminal connections. This shall be vendor provided to prevent moisture penetration and eliminate the need for field sealing requirements. Registers for pitset environments shall be housed in a dry, hermetically sealed enclosure that will prevent moisture from entering the register enclosure.

4.08.07

Electronic registers output data format for automatic meter reading (AMR) shall be 7-bit American Standard Code for Information Interchange (ASCII) Digital, plus an even parity bit. The first character shall identify the meter manufacturer followed by a 4digit, or 6-digit meter reading, followed by an 8-digit meter ID number. The register identification number is to be factory set and non-programmable so as to protect the integrity of the system by eliminating possible programming duplication of the identification number in the field. The 4-digit or 6-digit meter reading is to be interrogated from the register by direct contact of the register odometer wheels to a circuit board encoding the meter reading. Data is to be positively true. The registers ASCII digital output is to be capable of interfacing directly to an automatic meter reading (AMR) transponder to transmit data via cable TV, telephone, radio signal or power lines to an AMR system without needing additional programming.

4.08.08

The pitlid module shall be of a sturdy and tamper proof construction. The module shall allow for ease of installation on any pitlid (plastic, cast iron, fiberglass composite or concrete) by cutting one 1.75" hole in the lid. The entire pitlid module shall be constructed of suitable synthetic polymer for long service life under normal operating conditions and be suitable for installations in vehicle traffic areas. The module shall be compatible with the City's existing interrogating device and be capable of reading when the interrogating device is placed in any position of the pitlid module (i.e. without special alignment). The register shall be capable of being interrogated through the pitlid module when the pitlid module is submerged in water or covered with up to 3/16" of debris.

4.08.09

The electronic registers provided shall be capable of being interrogated by the City's hand held meter reading system (SYSCON). Pitprobe device shall be provided by the proposer that is capable of reading the City's existing encoder registers in addition to the bidders electronic register. All equipment required (i.e. hardware and software) to provide for the compatibility of the City's existing electronic meter reading system to the bidders system shall be at the vendors expense.

4.08.10

The electronic register shall be guaranteed against defects in materials and workmanship for a period of ten (10) years from the date of delivery.

All compounds and fireline meters shall be equipped with electronic registers and pitset modules.

The City is not interested in electronic registers for 2" and smaller meters.

PART 5. COLD WATER METERS TYPE 5/8" THROUGH 2" GROUP I.

5.01 GENERAL DESCRIPTION: Water Meters furnished under this specification will be magnetic coupled drive register, permanently hermetically

sealed, disc or piston type meters more specifically described in other parts of this specification. Meters shall be adaptable to automatic meter reading (AMR).

5.02 METER CASE

- The meter case shall be of the split case type and made of a high-grade bronze that will equal or exceed AWWA specifications. The case, which includes the top and bottom plates, shall be a casting containing not less than 75% copper. *Metal stamped cases will not be accepted.*
- **5.02.02** Gaskets of a suitable material, resting in recessed seats, shall prevent leakage at the joints in the case assembly when subjected to a pressure of 150 psi.
- **5.02.03** Bolts shall be solid, non-breakable types. All external bolts shall be made of 300 series stainless steel designed for easy removal after lengthy use. The split case design shall be connected with a minimum of four stainless steel bolts.
- The size and model number of the meter and the direction of flow shall be cast in raised letters and numbers on the outer surface of the case. A nine-digit serial number will be die-stamped or molded upon the register lid and the meter casing. The first four digits (left to right) will indicate the year the meter was purchased.
- **5.02.05** Main case connections for 5/8"x3/4" through 1" meters shall be meter casing spuds on both ends having external straight threads, with diameters as indicated in AWWA C-700 as most recently revised. Meters will be furnished with or without connections as required.
- **5.02.06** Complete straight connection-tail piece, nut drilled for wire seal, and washer for meters 5/8"x3/4" through 1" to be furnished only when requested and are bid as "EXTRA" price per each complete set.

- Main case connections for 1-1/2" and 2" meters shall be oval type companion flanges of the dimensions shown in AWWA C-700 as most recently revised. Flange connection faces will have a "phonograph" finish. Meters will be furnished with or without connecting pieces as required.
- **5.02.08** Companion flanges for 1-1/2" and 2" meters when requested to be complete with gaskets, bolts and nuts to be furnished only when requested and are bid as "EXTRA" priced per each flange complete with accessories. Nuts and bolts for flanges will be made of alloy steel.
- **5.02.09** Companion flanges are to be made of copper alloy containing not less than 75% copper.
- **5.02.10** All main cases shall be guaranteed against defects in materials and workmanship for twenty-five (25) years from the date of purchase.

5.03 METER REGISTERS:

- 5.03.01 The meter register shall be of the straight reading type with six (6) numbering wheels and shall register in U. S. gallons. The figures on the number wheels shall be large and distinct and of *contrasting color*, with the reading obtained from left to right. There shall be a test index circle which shall be divided into 100 equal parts, each tenth numbered. The index circle will be equipped with a full (360) degree center-sweep test hand, and a low flow leak detector that is independent from the standard sweep-hand. The first wheel of the register will indicate the sweep-hand revolutions.
- **5.03.02** The register must be completely, permanently and hermetically sealed and equipped only with trial gears.
- **5.03.03** The register will be secured to the main case by means of a locking device located in the interior of the meter so that the register cannot be removed externally.

The City will accept and consider alternate bids for meters that have locking devices requiring special tools that are supplied by and are only available from the meter manufacturer. The special tool must not be commercially available.

- **5.03.04** The register shall receive the necessary power to operate from the chamber assembly by means of a permanent magnet in the register assembly.
- **5.03.05** The register box and lids shall be made of copper alloy containing not less than 75% copper. The register box shall be equipped with a hinged lid that will be recessed and will overlap the register box to protect the reading area and shall be securely attached to the register box.
- **5.03.06** The standard registers transparent dial cover shall be securely fastened in place and shall be of high strength heat tempered glass to minimize breakage.
- **5.03.07** The standard register shall be guaranteed against defects in materials and workmanship for twenty-five (25) years from date of delivery.

5.04 MEASURING CHAMBER ASSEMBLY:

- **5.04.01** The measuring chamber shall be of AWWA bronze or of penton, rocksyn, or other polymeric material. It shall be secured in position in the main case in such a manner that slight distortion of the outer meter case will not effect the sensitivity or registration of the meter.
- **5.04.02** If designed for use with an oscillating piston element, the chamber will be so constructed as to afford easy operation of the piston element, consistent with accurate measurement.
- **5.04.03** The diaphragm, partitioning the parts of the measuring chamber, shall be of a material suitable for use with the material of other parts, as specified herein.

The measuring chamber shall be designed to be completely replaceable with a new measuring chamber having new meter accuracy pre-set and tested at the point of manufacture to ensure complete compatibility with meters equipped with standard gear ratios and of the same size.

5.04.05 NUTATING DISC TYPE:

- **5.04.05.01** If the meter is to be furnished with a nutating disc measuring element and the chamber to be furnished is to be made of bronze, then the disc and ball assembly shall be made of hard rubber, or polymeric material as near to the density of water as is practicable.
- **5.04.05.02** If the meter is to be furnished with a nutating disc measuring element and the chamber to be furnished is to be made of a polymeric material, then the disc and ball assembly shall be made of the same polymeric material or of hard rubber as near as practicable to the density of water.
- **5.04.05.03** The disc and ball assembly shall be either a three (3) piece unit, precisely machined and fitted accurately in the chamber so as to operate freely and smoothly, or a one (1) piece disc and ball assembly with a three (3) piece chamber.
- **5.04.05.04** The disc spindle and thrust roller pin shall be made of 316 stainless steel, be securely fastened in the disc assembly and have a thrust roller bearing plate.
- **5.04.05.05** Disc assemblies shall be interchangeable in measuring chambers of the same size and continue to perform to AWWA New Meter Accuracy Standards.

5.04.06 PISTON TYPE ASSEMBLY:

- **5.04.06.01** If the meter is to be supplied with a piston type measuring element and the chamber assembly to be furnished is to be made of bronze, then the piston shall be made of hard rubber, or polymeric material as near to the density of water as practicable.
- **5.04.06.02** The piston assembly shall be smoothly machined and fitted accurately in the measuring chamber so that it will operate freely.
- **5.04.06.03** The piston drive or roller pin shall be made of 316 stainless steel securely fastened to the piston.
- **5.04.06.04** Piston assemblies shall be interchangeable in measuring chambers of the same size and continue to perform to AWWA New Meter Accuracy Standards.
- **5.05 STRAINERS:** Each meter shall be provided with a stainless steel strainer or a strainer of non-corrosive material. It shall fit snugly in the casing and shall be rigid and easy to remove and shall meet the requirements of AWWA C-700, as most recently revised.
- **5.06 REGISTRATION ACCURACY:** All meters shall be tested for accuracy of registration at flow rates and test flow quantities in accordance with AWWA Manual M6. Certified results of tests are required and will be furnished to the City with each meter
- **5.07 GUARANTEE:** (Applicable to meter size 5/8"x3/4", 3/4" and 1" of Group I.).

5.07.01 INITIAL GUARANTEE INCLUDING PERFORMANCE GUARANTEE TO AWWA NEW METER ACCURACY STANDARDS:

During the first year after date of receipt, meters provided will perform to AWWA New Meter Accuracy Standards, shall be guaranteed against all mechanical defects due to faulty materials and workmanship, and comply with all conditions stated in Paragraphs 3.04 and 4.01.

5.07.02 ADDITIONAL **GUARANTEE INCLUDING** PERFORMANCE TO AWWA REPAIRED **STANDARDS ACCURACY** METER THROUGH 15th YEAR: All meters shall be guaranteed for a period of 15 years of service against undue wear, malfunction, or becoming inoperative through faulty construction or materials, and the manufacturer will guarantee that each new meter will perform to at least AWWA repaired meter accuracy standards from date of receipt for a minimum period of 15 years or the following

recorded registration, whichever occurs first:

5/8"x3/4" 1,500,000 gallons registration 3/4" 2,500,000 gallons registration 1" 3,000,000 gallons registration

NOTE: If standard sealed registers are guaranteed to perform accurately for more than 15 years, from date of receipt, bidder will indicate the warranty period for standard sealed registers in the proposal form.

- 5.07.03 If the above meters do not perform as guaranteed, the manufacturer will repair or replace meters to perform to AWWA Repaired Meter Accuracy Standards free of charge to the City within 45 days form date of notification of defect. The Manufacturer will pay freight cost to and from factory or service center.
- **5.07.04** If the City chooses *NOT TO PERFORM TEST* prior to returning defective meters under a performance guarantee claim, manufacturer will replace or repair the meter and charge the City.

for repair tests at rates as proposed (in the proposal form). The repair test rates are subject to adjustment for each 5% increase or decrease in the cost of living from the current year, as measured by the Consumer Price Index of the U. S. Bureau of Labor Statistics Manual as of April 1, of the most current year.

5.07.05 Inspection and Rejection of Meters in Group I. A quality control program may be effected wherein a ratio may be established that at least one meter out of every ten meters received may be completely dismantled for inspection and evaluated as to conformance to specifications as stated herein. Failure to meet specifications as stated will cause all meters in the shipment to be returned to the manufacturer. The supplier will pay freight cost to and from factory or service center.

PART 6. COLD WATER METERS COMPOUND TYPE, 3", 4", 6", 8" GROUP II.

6.01 SPECIFICATIONS: All compound meters shall be designed to meet the latest revision of AWWA C-702 standards for measuring cold water. Where applicable, the foregoing specifications shall also apply to meters furnished within Group II. shall include specific supplementary specification options to AWWA standards common to other groups of meters, unless otherwise noted herein. Companion flanges are not required. Main casing shall be of copper alloy. Electronic register (Refer to Section 4.08) and strainers will be included and will be in conformance with Section 14 of AWWA C-702 Specifications. Meters shall be provided with tapped bosses for field testing purposes. Meters will contain one (1) billing register that totalizes the registration from both the positive displacement and turbine. A second non-billing straight reading odometer type register and test dial shall totalize the registration of only the positive displacement chamber.

PART 7. COLD WATER MULTI-JET TYPE DIRECT DRIVE REGISTER 5/8" THROUGH 2" SIZES GROUP III.

7.01 GENERAL DESCRIPTION: These specifications cover Multi-Jet

Impeller type cold water meters. Normal sizes 5/8"x3/4", 3/4", 1", 1-1/2", 2". Meters must conform to AWWA C-708 as most recently revised.

7.02 METER CASE:

- **7.02.01** All meters shall be of a non-corrosive Water Works bronze outer case, which will have a minimum copper content of 75%.
- **7.02.02** Main case shall be machined for a separate measuring chamber and register which can be easily removed through the top of the main case.
- **7.02.03** Meter case shall have a calibration port located down stream of the measuring element.
- **7.02.04** For ease in service ability meter shall be of top entry design to allow for chamber removal without any pipeline disconnection needed.
- **7.02.05** The main case shall withstand a working pressure of 150 psi without leakage at the gasket or seepage in the casting, or distortion affecting the free and accurate operation of the measuring unit.
- **7.02.06** Gaskets of a suitable material resting in recessed seats shall prevent leakage at the joints in the main case assembly when subjected to a pressure of 150 psi.
- **7.02.07** A manufacturer's serial number will be imprinted upon the register lid. (See Paragraph 7.03.02).
- **7.02.08** Main case connections for 5/8" through 1" meters shall be meter casing spuds having internal straight threads with dimensions as indicated in AWWA C-708 as most recently revised.
- **7.02.09** Main case connections for 1-1/2" through 2" meters shall be two bolt flanged hole pattern with enough clearance for bolts to be inserted from the opposite side of the meter. As indicated in AWWA C-708 as most recently revised.

7.03 REGISTER COVER

- **7.03.01** Register cover and retaining ring are to be made of bronze.
- **7.03.02** Bronze register covers shall have a nine-digit serial number stamped on top of the lid and main case no smaller than 3/8". The first four digits (left to right) will indicate the year the meter was purchased.

7.04 REGISTER:

- **7.04.01** The registers shall be water-lubricated type.
- **7.04.02** The meter register shall be straight reading type and shall register in U. S. Gallons.
- **7.04.03** There will be six figures on the number wheels. There shall be a low-flow leak detector on the front plate of the register.
- **7.04.04** The units of ones, tens and hundreds place on the register shall be printed in red.
- **7.04.05** The register shall receive the necessary power to operate from the chamber assembly by means of direct drive from the impeller.

7.05 MEASURING CHAMBER

- **7.05.01** The multi-port measuring chamber shall be designed for use with a six-blade impeller. It shall be made of a suitable synthetic polymer. The impeller shall be supported by bearings at both ends. All impeller assemblies shall be interchangeable in all measuring chamber assemblies of the same size.
- **7.05.02** All parts in the measuring chamber shall be interchangeable with assemblies of the same size and material.

7.05.03 The measuring chamber shall be secured in position in the main case in such a manner that slight distortion of the outer meter case will not effect the sensitivity or registration of the meter.

7.05.04 Each meter shall be provided with a non-corrosive type strainer. It shall fit snugly in the casing and shall be rigid and easy to remove. The strainer shall provide protection of the calibration device. Strainers must be basket type design and be serviceable without disconnecting the meter from service. Strainer must provide at least double the normal pipe size in straining area.

7.06 ADDITIONAL GUARANTEE

Including performance to AWWA New Meter accuracy standards for a period of one (1) year from date of shipment, and will perform to at least AWWA repaired meter standards as follows:

5/8"x3/4"	15 years from date of shipment or registration of 1,500,000 gallons whichever occurs first.
3/4"	15 years from date of shipment or registration of 2,000,000 gallons whichever occurs first.
1"	15 years from date of shipment or registration of 3,000,000 gallons whichever occurs first.
1-1/2"	10 years from date of shipment or registration of 6,000,000 gallons whichever occurs first.
2"	10 years from date of shipment or registration of 10,000,000 gallons whichever occurs first.

Main casings shall be guaranteed for fifteen (15) years.

Warranty does not cover vandalism.

The company shall guarantee or warrant that all replacement parts shall be interchangeable with the same model meter.

PART 8. FIRE SERVICE WATER METER ASSEMBLIES (COMPACT FIRELINE TYPE) WITH TR/PL REGISTERS 4" THROUGH 10" SIZES GROUP IV.

- **8.01 SCOPE:** These specifications set forth the minimum acceptable requirements for Cold Water Meters Combination Dual Fire Service Type, consisting of two (2) Class II turbine type meters, a ductile iron strainer assembly and a weighted detector check valve. This meter assembly is intended where extremely wide flows range is required and where measurement of both domestic and fire service water usage are desired. The meter assembly package shall comply with ANSI/AWWA Standard C-703, as most recently revised.
- **8.02 MAINCASES:** Meter maincases on the mainline and the bypass shall be Water Works bronze. The flange size, model and direction of flow shall be cased in raised characters on both sides of the maincase. Straightening vanes shall be assembled in both meter maincases.
- **8.03 PERFORMANCE:** Meter assemblies shall have performance capabilities of continuous operation up to the rated maximum flows as listed without affecting long-term accuracy or causing any undue component wear. All meter assemblies shall also have a 25% flow capacity in excess of the maximum flows listed for intermittent flow demands. In addition, the meter assemblies shall be capable of measuring a minimum of 90% of actual water consumption at prescribed crossover flow rates. Maximum headloss through the meter assemblies shall not exceed those listed in the following table based on meter size.

Operating Characteristics

Meter Size	Low Flow (95% Minimum)	Normal Range (98.5% to 101.5%)	Intermittent Flows (98.5% to 101.5%)
4"	3 gpm	4 to 1000 gpm	1250 gpm
6"	3 gpm	4 to 2000 gpm	2500 gpm
8"	3 gpm	4 to 3500 gpm	4400 gpm
10"	3 gpm	4 to 5500 gpm	7000 gpm

Meter Size	Accuracy @ Crossover (Approx.)	Headloss (Not to Exceed)
4"	90% @ 30 gpm	8.5 psi @ 1000 gpm
6"	90% @ 50 gpm	9.4 psi @ 2000 gpm
8"	90% @ 50 gpm	13.4 psi @ 3500 gpm
10"	90% @ 60 gpm	12.5 psi @ 5500 gpm

- **8.04 MEASURING CHAMBER:** The measuring chamber will consist of a measuring element, calibration device and register. The measuring element shall be mounted on a horizontal, stationary, stainless steel shaft with sleeve bearings and be essentially weightless in water. The measuring chamber shall be capable of operating within the above listed accuracy limits without calibration when transferred from one maincase to another of the same size.
- **8.05 MAGNETIC COUPLING:** All reduction gearing shall be enclosed in the permanently hermetically sealed register. The drive magnet shall be located in the measuring element, and the follower magnet shall be located inside the permanently sealed register. An intermediate magnetically active material shall be required to distribute the magnet flux uniformly to the follower magnet, thereby improving service life, low flow sensitivity, extended flow capacity and overall accuracy of the entire combination meter assembly.
- 8.06 ENCODER REGISTERS AND REMOTES/TOUCHREAD PITLID (TR/PL) REGISTER AND REMOTE MODULE:

Refer to Section 4.08

- **8.07 MAXIMUM OPERATING PRESSURE:** The meters shall operate properly without leakage, damage or malfunction up to a maximum pressure of 175 pounds per square inch (psig).
- **8.08 STRAIGHTENING VANES:** All meters, 4" to 10" sizes, must have internal straightening vanes installed and retained firmly in the inlet portion of the maincase to maximize meter performance and accuracy.

8.09 STRAINERS: Each meter assembly shall have a separate UL (Underwriters' Laboratories) listed and FM (Factory Mutual Research) approved external fire service strainer as a part of the meter package. The strainer's screen shall have a minimum net open area of at least four (4) times the pipe opening and be a V-shaped stainless steel screen for the purpose of maintaining a full unobstructed flow pattern. The strainer body shall be coated ductile iron with stainless steel fasteners capable of maintaining the following static pressure ratings and physical dimensions.

Meter Size	Pressure Rating	Strainer Base	Meter Assembly Overall Length (Not To Exceed)
4"	875 psig	4.50 inches	33.0 inches
6"	875 psig	5.75 inches	45.0 inches
8"	700 psig	6.75 inches	53.0 inches
10"	700 psig	8.50 inches	68.0 inches

- **8.10 BYPASS METER AND ASSEMBLY:** The bypass assembly piping shall be 1-1/2" for 4" and 2" for 6", 8" and 10" sizes. The assembly piping shall be of bronze with threaded connections. The assembly shall also consist of a 1-1/2" or 2" turbine meter with flanged connections, one (1) bronze body check valve downstream of the meter and two (2) bronze lockable ball valves located upstream and downstream of the meter to be used as isolation valves.
- **8.11 DETECTOR CHECK VALVE:** The detector check valve operation shall be considered critical to the overall performance of the meter assembly. The detector check valve shall be positioned directly downstream of the mainline turbine type meter. A weighted, gravity induced bronze clapper in the detector check valve directs low flows through the smaller meter and bypass assembly. When full flow capacity is required, the clapper opens fully to allow unobstructed water flow. At high flow demand, above the listed crossover flow rates, both meters will be operating and supplying water.

The detector check valve shall be UL (Underwriters' Laboratories) listed and approved by FM (Factory Mutual Research) as acceptable equipment to be used in fire service applications. The valve shall also include gaskets, 316 stainless steel shaft hinge pin and a counter balance weight that is coated ductile iron and completely sealed from contact with water. There shall be no lead exposed to water flow.

The detector check valve body shall be coated iron and shall include a resilient rubber clapper seat, an adhesion resistive seat ring and other working parts composed of corrosion resistant materials. The body of the valve shall be drilled and tapped at the outlet flange area on both sides for bypass piping connection and for a test port outlet. The minimum acceptable size of taps on the raised bosses of the valve shall be 2".

- **8.12 CONNECTIONS:** Flanges for the 4" to 10" size meter assemblies shall be of Class 125 round type, flat faced and shall conform to ANSI 16.1 for specified diameter drilling and thickness. All required bolts, nuts and gaskets for a proper meter installation shall be included and provided by the supplier.
- **8.13 CERTIFICATIONS AND MARKINGS:** All sizes of meter packages shall be listed by UL (Underwriters' Laboratories) and approved by FM (Factory Mutual Research) as being accepted for use on fire service lines. For such applications, the meter shall have a UL/FM strainer immediately upstream of the mainline meter's inlet flange. The mainline meter shall have an identification tag affixed indicating such acceptance and the strainer shall also bear such acceptance symbols and markings on the casting.
- **8.14 GUARANTEE AND MAINTENANCE PROGRAM:** Meters shall be guaranteed against defects in material and workmanship for a period of one (1) year from date of shipment. In addition, the meter manufacturer shall submit nationally published literature clearly outlining its factory maintenance program and current price schedule covering complete measuring chamber exchange of both size meters.

The turbine meters must have a minimum of three (3) years of satisfactory operating experience as marketable products. Limited experimental history regarding the current standard models available shall not be considered as acceptable.

PART 9. CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Understanding of the overall needs of the City as presented in the narrative technical proposal. Experience, qualifications, past performance of the proposing firm, including persons proposed for the project and facilities and resources.

Maximum points available are 40

- 2. Proposed Product

 Maximum points available are 35
- 3. Estimated cost to the City.

 Maximum points available are 25

Total Points Available are 100.

An evaluation committee of qualified City Staff will conduct evaluation of proposals, or other persons selected by the City. It will be a two step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposal submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will then conduct discussions for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Proposers or finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and proposal process.

PART 10. REQUIRMENTS OF THE PROPOSAL/PROPOSAL FORMAT

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not acceptable to the enumerated categories should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number due and open date and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th Floor, City Hall, 100 North Andrews Avenue, fort Lauderdale, Florida, 33301 prior to 2:00 PM on the date specified in the *SCHEDULE SECTION* of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

Proposer must submit an identified original copy plus six (6) copies of the proposal pages including any attachments.

The above requirement totals seven (7) copies of your proposal.

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Pages – Signature Page Proposal Pages – Part I: Cost Proposal Proposal Pages – Part II: Technical Proposal Proposal Pages – Part III: Questionnaire Attachments to your Proposal

PROPOSAL SIGNATURE PAGE

To: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal Submitted By:		
Name (printed)	Title	•
Company (legal registered):		
Address:		
City:	State:	Zip:
Telephone Number:	FAX Number:_	
Signature:	Date:	
ADDENDUM ACKNOWLED	GMENT: Proposer ack	nowledges that the
following addenda have been re	eceived and are included in	his/her proposal:
Addendum No. Date Issue	ed	
VARIANCES: State any variathe space provided below OF variances contained on other pages. No variations or except of the proposal submitted unlicontained within the proposal provided below. If no statement implied that your proposal compared to the proposal compared to t	R reference in the space pages of the RFP, attactions by the Proposer will bless such variation or excal documents and referent is contained in the space uplies with the full scope of	provided below all hment or proposal e deemed to be parteption is listed and need in the space below, it is hereby this RFP.
Variances:		

MEASURING ELEMENT:

PROPOSAL PAGES - PART 1: COST PROPOSAL

In accordance with the terms, conditions and specifications, the undersigned proposer hereby submits the following cost proposal to supply the City with the items called for in RFP 602-8267.

The total cost to the City for the required services shall be the costs as proposed by the bidder and accepted by the City.

GROUP I: COLD WATER METERS – SPLIT CASE, COPPER ALLOY MAIN CASING AND STRAINERS PER ATTACHED SPECIFICATIONS. ALL PRICES ARE TO BE FOB DELIVERED FORT LAUDERALE, FLORIDA.

NUTATING DISC:

	PISTON TYPE:
DELIVERY:	CALENDAR DAYS AFTER RECEIPT OF ORDER
ITEM 1.:	5/8"x3/4" (Ends: Spud) Estimated Quantity: 5,900 Each \$UNIT PRICE (No Connections) State Manufacturer and Model Bid:
	500 Sets \$UNIT PRICE (Connections w/accessories) 5,000 Each \$JUNK ALLOWANCE
ITEM 2.:	3/4" (Ends: Spud) Estimated Quantity: 612 Each \$UNIT PRICE (No Connections) State Manufacturer and Model Bid:
	50 Sets \$UNIT PRICE (Connections w/accessories) 600 Each \$UNK ALLOWANCE

ITEM 3.:	1" (Ends: Spud) Estimated Quantity: 3,240 Each \$UNIT PRICE (No Connections) State Manufacturer and Model Bid:		
	300 Sets \$UN	IT PRICE (Connections w.	/accessories)
	3,000 Each \$JUN	NK ALLOWANCE	
ITEM 4.:			
	100 Sets \$UN	IT PRICE (Connections w	/accessories)
	750 Each \$JUN	NK ALLOWANCE	
ITEM 5.:	2" (Ends: Flanged Oval) Estimated Quantity: 580 Each \$UNIT PRICE (No Connections) State Manufacturer and Model Bid:		
	50 Sets \$UN	IT PRICE (Connections w	/accessories)
	500 Each \$JUN	NK ALLOWANCE	
	ANCE UNIT VALU ATIOS WILL PREV	UE RATIO. VAIL IF NONE ARE PRO	POSED)
METER SIZE	RATIO TO	ASSIGNED RATIO	PROPOSED RATIO
5/8"x3/4"	5/8"x3/4"	1.0	
"	3/4"	1.5	
"	1"	2.2	
"	1-1/2"	4.6	
"	2"	6.9	

METER CIZE	DATE TO	A GGIGNED DATE	DD ODOGED DATE
METER SIZE	RATIO TO	ASSIGNED RATIO	PROPOSED RATIO
3/4"	5/8"x3/4"	.0667	
44	3/4"	1.0	
	1"	1.467	
	1-1/2"	3.067	
"	2"	4.50	
1"	5/8"x3/4"	.45	
"	3/4"	.68	
"	1"	1.0	
"	1-1/2"	2.09	
"	2"	3.14	
ALTERNATE JU	JNK ALLOWANC	Е:	
ACCEPTABLE I	BRASS SCRAP \$_	/lb.	
		wided by the bidder and the for the 5/8"x3/4" Meter.	he quoted allowance/lb. must be no
NOTE: This per	lb. price is optional	to the City for dismantled	I meters and parts for brass scrap.
GUARANTEES: specifications:	Indicate compli	ance with or difference	es to guarantees set forth in the
All meters in Gro Accuracy at no co		antee including performan	ce guarantee to AWWA New Meter
Warranty Period	is one (1) year:	YES	
		OTHER	
Additional Guara	intee: Including per	formance guarantee to AV	WWA Repaired Meter Accuracy:
Warranty Period	is through 15 th year	: YES	
		OTHER	

OTHER____

OR gallons registered, whichever occurs first below:

METER CITE	NO COST TO CITY PER	IG DED 1	AANUTE A CITATED AS THE SITE
METER SIZE	CITY'S TEST RESULT	S PER I	MANUFACTUER'S TEST
5/8"x3/4"	Gal	ls.	\$
3/4"	Gal	ls.	\$
1"	Gal	ls.	\$
Guarantee against defects	in materials and workman	nship:	
Standard register for twer	nty-five (25) years:	YES_	
		OTHE	ER
Electronic register for ten	(10) years:	YES_	
		OTHE	ER
Maincase for twenty-five	(25) years:	YES_	
		OTHE	ER
	piration of the initial perfo		fective meters to AWWA New Meter guarantee. Period from date of receipt
		YES_	
		OTHE	ER
METER SIZE	RATE CHARG	E TO T	HE CITY *
5/8"x3/4"	\$		
3/4"	\$		
1"	\$		

^{*} Subject to adjustment for each 5% increase or decrease in Cost of Living from current year, as measured in the Consumer Price Index of the U. S. Bureau of Labor Statistics Manual as of April 1 of any year.

GROUP II.: COLD WATER METERS – COMPOUND TYPE. COPPER ALLOY MAIN CASING, COMPLETE WITH TAPPED BOSSES. BIDDER SHALL PROVIDE PRICE OF METERS WITH ACCESSORIES, STRAINERS AND ELECTRONIC REGISTERS. ALL PRICES BID ARE TO BE FOB FORT LAUDERDALE, FL.

ARE TAPPED BOSSES INCLUDES?		YES
		NO
ARE HEAD LO	OSS CURVES AS SPECIF	FIED?
		YES
		NO
GUARANTEE	:	
DELIVERY:	CALENDAR DA	YS AFTER RECEIPT OF ORDER
ITEM 1.:	3" Estimated Quantity: 1 I Ends: Flanged Round_ \$UNIT PRI State Manufacturer and	
ITEM 2.:	4" Estimated Quantity: 20 Ends: Flanged Round_ \$UNIT PRI State Manufacturer and	
ITEM 3.:	6" Estimated Quantity: 10 Ends: Flanged Round_ \$UNIT PRI State Manufacturer and	
ITEM 4.:	8" Estimated Quantity: 5 I Ends: Flanged Round_ \$UNIT PRI State Manufacturer and	ICE

GROUP III.: COLD WATER METERS – MULTI-JET TYPE, DIRECT DRIVE REGISTER, 5/8" THROUGH 2" SIZES. ALL PRICES ARE TO BE FOB FORT LAUDERDALE, FL.

ARE TAPPED BOSSES INCLUDES?		YES
		NO
ARE HEAD	LOSS CURVES AS SPECIF	IED?
		YES
		NO
GUARANTE	EE:	
ITEM 1.:	Estimated Quantity: 5,9 \$UNIT PRI	
	500 Sets \$UNIT PRI 5,000 Each \$JUNK AL	CE (Connections w/accessories) LOWANCE
ITEM 2.:	3/4" Estimated Quantity: 612 \$UNIT PRI State Manufacturer and	2 Each CE (No Connections) Model Bid:
	50 Sets \$UNIT PRI 600 Each	CE (Connections w/accessories)
	\$JUNK AL	LOWANCE
ITEM 3.:	1" Estimated Quantity: 3,2 \$UNIT PRI State Manufacturer and	CE (No Connections)
	300 Sets \$UNIT PRI	CE (Connections w/accessories)
	3,000 Each \$ JUNK AL	LOWANCE

ITEM 4.:	1-1/2"			
	Estimated Quantity: 980 Each			
	\$UNIT PRICE (No Connections)			
	State Manufacturer and Model Bid:			
	100 Sets			
	\$UNIT PRICE (Connections w/accessories)			
	750 Each			
	\$JUNK ALLOWANCE			
ITEM 5.:	2"			
	Estimated Quantity: 580 Each			
	\$UNIT PRICE (No Connections)			
	State Manufacturer and Model Bid:			
	50 Sets			
	\$UNIT PRICE (Connections w/accessories)			
	700 T. I			
	500 Each			
	\$JUNK ALLOWANCE			
WITH TR/PL METERS W	FIRE SERVICE WATER METER ASSEMBLIES (COMPACT FIRELINE TYPE) REGISTERS 4" THROUGH 10" SIZES. BIDDER SHALL PROVIDE PRICE OF ITH ACCESSORIES, STRAINERS, AND ELECTRONIC REGISTERS. ALL TO BE QUOTED FOB FORT LAUDERDALE, FL.			
ITEM 1.:	4"			
	Estimated Quantity: 1 Each			
	\$UNIT PRICE (w/Connections)			
	State Manufacturer and Model Bid:			
ITEM 2.:	6"			
1121112	Estimated Quantity: 10 Each			
	\$UNIT PRICE (w/Connections)			
	State Manufacturer and Model Bid:			
ITEM 3.:	8"			
112111 5	Estimated Quantity: 5 Each			
	\$UNIT PRICE (w/Connections)			
	State Manufacturer and Model Bid:			
ITEM 4.:	10"			
11121VI T.,	Estimated Quantity: 1 Each			
	\$UNIT PRICE (w/Connections)			
	State Manufacturer and Model Pide			

REPAIR PARTS: DISCOUNTS ALLOWED TO CITY FROM CATALOG LIST PRICES. REPAIR PARTS ARE TO INCLUDE ELECTRONIC REGISTERS AND TOUCHPADS. ALL PRICES ARE TO BE FOB FACTORY WITH FREIGHT PREPAID AND ADDED TO INVOICE.

ITEM 1.:	COLD WATER METERS – DISPLACEMENT TYPE
	MANUFACTURER'S CATALOG NUMBER:
	LATEST REVISION DATE:
	% DISCOUNT FROM LIST:
ITEM 2.:	COLD WATER METERS – TURBINE TYPE
	MANUFACTURER'S CATALOG NUMBER:
	LATEST REVISION DATE:
	% DISCOUNT FROM LIST:
ITEM 3.:	COLD WATER METERS – COMPOUND TYPE
	MANUFACTURER'S CATALOG NUMBER:
	LATEST REVISION DATE:
	% DISCOUNT FROM LIST:
ITEM 4.:	COLD WATER METERS – PROPELLER TYPE
1121/1 1	MANUFACTURER'S CATALOG NUMBER:
	LATEST REVISION DATE:
	% DISCOUNT FROM LIST:
ITEM 5.:	COLD WATER METERS – MULTI-JET TYPE
	MANUFACTURER'S CATALOG NUMBER:
	LATEST REVISION DATE:
	% DISCOUNT FROM LIST:
ITEM 6.:	COLD WATER METERS – FIRELINE TYPE
1121/1011	MANUFACTURER'S CATALOG NUMBER:
	LATEST REVISION DATE:
	% DISCOUNT FROM LIST:
COPIES OF P	RICE LISTS WILL BE REQUIRED FROM ALL PROPOSERS.
RETURN OF	SURPLUS METERS AND PARTS: If any item becomes surplus to the needs of
	you accept that item for return?
YES	
Remarks:	

EXHIBITS

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasir The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitati to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- BIDDER ADDRESS: The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, nor a bid return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancany orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidd and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be r 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specific whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactor delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deduct from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in t
- 1.06 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid a referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it was be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subjet to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that a conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional

- 1.07 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this IT Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of For Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBI) and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the belonderinitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asi Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group member or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group member. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but a not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legentity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 1 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European dece including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish cultu or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians. ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, t Indian subcontinent, or the Pacific Islands.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS: The City will use the following definitions in it's general conditions, special conditions, technic specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID - a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER - Person or firm submitting a Bid.

PROPOSER - Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in t ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the mc advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to t City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Ordagreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or dispos of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Selle Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with the General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Condition are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date a time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separa sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids se via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer availat and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidd proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to alk the City to determine if the model bid meets the City's requirements.
- PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claim unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any ite or items contained in the ITB with any other business with the City.
- 3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangit property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-C 196479-54C.
- 3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation a information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contract will furnish the City's needs as they arise.
- APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catal number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and featur desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualificity personnel as an approved equal. In that the specified make and model represent a level of quality and features desir by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequating information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item to qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that a considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that t technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadlir the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unle otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested show be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) day of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of to cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful li maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The C reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderda encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bi containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycle content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifica stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received a utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personn and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasi Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to t unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, required; and full execution of contract documents, if required; and full execution of contract documents, if required; conditions as stated in Special Conditions.
- PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by a person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an I' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutor provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material whi is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received public records.
- 3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and C Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation w result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging any business with the City.
- RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, profit bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individuated basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the I and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perfor satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidd has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or t contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules a regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern a and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by a through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the fa amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) da prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a sure company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) ba acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bar he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by t Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, t Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approv of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an <u>ADDITION</u> INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to k specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, late delivery may also result in:
 - Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material mu comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitat for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will r accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidde expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of t Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any too substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficie capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to t requesting agency.
- VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by t Contractor as a result of any discussions with any City employee. Only those communications which are in writing from authorized City representative may be considered. Only written communications from Contractors, which are assigned by person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal servic provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedur applicable to services rendered under this contract shall be those of the Contractor.
- INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless to City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damage settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of a agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or oth actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleg violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall included in the indemnity hereunder.

- TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City m upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with su part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damag caused to the City by reason of such default and termination. In the event of such termination, any completed servic performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and t Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. T Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff ur such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to canc contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to t availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period subject to appropriation of funds, unless otherwise authorized by law.
- 8.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records accordance with generally accepted accounting practices and standards for records directly related to this contract. T form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to ma available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimu period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicat to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinanc rules and regulations that would apply to this contract.
- 5.15 NON-DESCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in t operations conducted under this contract.
- UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments a restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to t contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. T circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. T City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases a considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
 - 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 - The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost ur the termination of the contract term then in effect.
 - 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to u this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unust circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action sh include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business frc the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receiv notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, accordance with Florida State Statutes, prior to entering into a contract with the City.
- PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patent or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agre and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written conset of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignate except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state cours shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in t Southern District in and for the State of Florida.

(EXHIBIT "B")

(Date)

Dear City of Fort Lauderdale Water/Sewer Customer:

Please be advised that the City of Fort Lauderdale's Public Services Department has begun a program to change the existing water meters on ALL its customer's water service lines. The water meter conversion program will greatly improve the ability of the City to accurately and effectively read your water meter. Your cooperation in this effort will be greatly appreciated. The following will provide you with important information about this program.

- > There is no charge for the conversion of your meter; you do not pay anyone for this service.
- Your water service will be briefly interrupted. The conversion is expected to take no more than fifteen (15) minutes.
- This is a mandatory program. Everyone will have his or her water meter converted. New technology allows for a more efficient method of meter reading.

(CONTRACTOR'S NAME), the City's meter conversion contractor is now converting water meters in your area. This program is NOT voluntary and we ask for your support in making the program a success.

You can save time by clearing any obstructions from around the water meter area before the scheduled conversion date and time. If you have any questions regarding this change out program, please contact our Customer Service Division at 492-___.

Sincerely,

(EXHIBIT "C")

City of Fort Lauderdale Public Services Department Water Division

OFFICIAL NOTICE

XYZ Co., the City's Meter Conversion Contractor, will be replacing water meters in your area.

Weather permitting, your water will be turned off on ______, for approximately 15 minutes, between 8:00 AM and 5:30 PM

If you have special needs
which prevent your water service
from being interrupted on that day,
please contact XYZ's customer service at 800-XXX-XXXX
to schedule an appointment to replace your meter.

XYZ's Customer Service: ___-

Utilities/Water - 24 hours: 771-0880

Door Hanger (Side 2)

City of Fort Lauderdale Public Services Department Water Division

OFFICIAL NOTICE

The Service below was performed today by XYZ Co., under contract with the City's Public Services Department.

Your water service was:

Meter replaced
• Not replaced. Please call to schedule.
 Meter replaced, but not turned on
Call for convenient scheduled turn-on time (
Reason:
• Unable to access your meter
 Leak on Owner's side
• Other

Call:
XYZ's Customer Service:
Utilities/Water – 24 hours: 771-0880